

MEDICAL DISPUTE RESOLUTION FINDINGS AND DECISION

PART I: GENERAL INFORMATION

Type of Requestor: (X) HCP () IE () IC	Response Timely Filed? () Yes () No
Requestor Sierra Medical Center P.O. Box 809053 Dallas, TX 75380-9053	MDR Tracking No.: M4-03-8742-01
	TWCC No.:
	Injured Employee's Name:
Respondent Fireman's Fund Insurance Co. Rep. Box #19	Date of Injury:
	Employer's Name: Woodfin Suite Hotels LLC
	Insurance Carrier's No.: 67000925616

PART II: SUMMARY OF DISPUTE AND FINDINGS

Dates of Service		CPT Code(s) or Description	Amount in Dispute	Amount Due
From	To			
8-1-02	8-26-02	Inpatient Hospitalization	\$56,559.02	\$0.00

PART III: REQUESTOR'S POSITION SUMMARY

The carrier remitted to the provider \$71,450.46 NAS reimbursement for inpatient services rendered on or about August 1, 2002 thru August 26, 2002 to the claimant in pursuit of medical benefits pursuant to the Act. The Medical charges submitted to the carrier clearly did in fact qualify for provisions in Rule 134.401 in that the carrier should have processed said charges pursuant to the stoploss rule but in processing said charges the carrier and or its agent Fair Isaac and Corvel made determinations that were not determined the time by the Commission. Such as those charges which are auditable so as to reduce a bill below \$40K. The carrier determined with no foundation that there were a total of \$50,665.68 in auditable charges. The rule clearly cites personal items as an example of auditable charges. Provider therefore seeks an order for the carrier to pay an amount in addition to carrier's prior payment, of \$56,559.02 as the carrier deemed part or their reimbursement as usual and customary and another portion of its reimbursement as stoploss. Deeming its reimbursement as one stemming from an improperly processed bill.

PART IV: RESPONDENT'S POSITION SUMMARY

Provider billed \$170,679.30 for these dates of service. Carrier has issues payments totaling \$71,450.46.

PART V: MEDICAL DISPUTE RESOLUTION REVIEW SUMMARY, METHODOLOGY, AND/OR EXPLANATION

This dispute relates to inpatient services provided in hospital setting with reimbursement subject to the provisions of Rule 134.401 (Acute Care Inpatient Hospital Fee Guideline). The hospital has requested reimbursement according to the stop-loss method contained in that rule. Rule 134.401(c)(6) establishes that the stop-loss method is to be used for "unusually costly services." The explanation that follows this paragraph indicates that in order to determine if "unusually costly services" were provided, the admission must not only exceed \$40,000 in total audited charges, but also involve "unusually extensive services."

Discharge summary indicates claimant was admitted to hospital for pain observation and management and treatment of infection of incision.

After reviewing the documentation provided by both parties, it **does** appear that this particular admission involved "unusually extensive services." In particular, this admission resulted in a hospital stay of 25 days based upon an infection that developed subsequent to the operation. Accordingly, the stop-loss method does apply and the reimbursement is to be based on the stop-loss methodology.

The insurance carrier performed an audit and made total adjustment of \$85,750.91. The insurance carrier indicated that a negotiated contract existed between the parties, and payment was based upon that contract. The requestor did not dispute that a contract existed between parties. The requestor did not provide the Commission with any documentation on the actual cost or how their charges were derived.

The total audited charges associated with this admission equals \$84,928.39. This amount multiplied by the stop-loss reimbursement factor (75%) results in a workers' compensation reimbursement amount equal to \$63,696.29. Carrier has issues payments totaling \$71,450.46

Considering the reimbursement amount calculated in accordance with the provisions of rule 134.401(c) compared with the amount previously paid by the insurance carrier, we find that no additional reimbursement is due for these services.

PART VI: COMMISSION DECISION

Based upon the review of the disputed healthcare services, the Medical Review Division has determined that the requestor is **not** entitled to additional reimbursement.

Findings and Decision by:

Authorized Signature

Elizabeth Pickle, RHIA

Typed Name

May 20, 2005

Date of Order

PART VII: YOUR RIGHT TO REQUEST A HEARING

Either party to this medical dispute may disagree with all or part of the Decision and has a right to request a hearing. A request for a hearing must be in writing and it must be received by the TWCC Chief Clerk of Proceedings/Appeals Clerk within 20 (twenty) days of your receipt of this decision (28 Texas Administrative Code § 148.3). This Decision was mailed to the health care provider and placed in the Austin Representatives box on _____. This Decision is deemed received by you five days after it was mailed and the first working day after the date the Decision was placed in the Austin Representative's box (28 Texas Administrative Code § 102.5(d)). A request for a hearing should be sent to: Chief Clerk of Proceedings/Appeals Clerk, P.O. Box 17787, Austin, Texas, 78744 or faxed to (512) 804-4011. A copy of this Decision should be attached to the request.

The party appealing the Division's Decision shall deliver a copy of their written request for a hearing to the opposing party involved in the dispute.

Si prefiere hablar con una persona in español acerca de ésta correspondencia, favor de llamar a 512-804-4812.

PART VIII: INSURANCE CARRIER DELIVERY CERTIFICATION

I hereby verify that I received a copy of this Decision and Order in the Austin Representative's box.

Signature of Insurance Carrier: _____ Date: _____